

**NOTICE OF MEETING OF THE
MISSISSIPPI CHARTER SCHOOL AUTHORIZER BOARD**

NOTICE is hereby given of a meeting of the Mississippi Charter School Authorizer Board to be held on Monday, July 11, 2016 beginning at 10:00 a.m. at the IHL Board Room at the Universities Center located at 3825 Ridgewood Road, Jackson, MS 39211. Participation at this meeting may be by teleconference at locations different from the above location pursuant to Miss. Code Ann. §25-41-5(2013) with participation being available to the public at the location set forth above. The purpose of the meeting is to conduct the regular business of the board as set forth in the attached draft agenda.

This the 3rd day of July 2016.

BY:
Marian Schutte
Executive Director

DRAFT AGENDA
MISSISSIPPI CHARTER SCHOOL AUTHORIZER BOARD
July 11, 2016

- I. Call to order
- II. Adoption of the Agenda
- III. Approval of Minutes of the June 6th Meeting
- IV. Chair Report
- V. Executive Director's Report
- VI. Committee Reports
 - a. Applications Committee
 - b. Performance and Accountability Committee
- VII. New Business
 - a. 2016 Request for Proposals: Stage 2 Results
 - b. Mississippi Charter School Performance Framework: Ongoing Monitoring Protocol Revisions
 - c. Midtown Public Charter School: Exhibit D Contract Revision
 - d. Cornerstone Consulting Contract
 - e. Approval of Invoices
- VIII. Public Comment
- IX. Next Meeting
 - a. September 12th
- X. Adjourn

MINUTES OF THE
MISSISSIPPI CHARTER SCHOOL AUTHORIZER BOARD
Regular Monthly Meeting
Monday, June 6, 2016

The regular monthly meeting of the Mississippi Charter School Authorizer Board was held at 10:00 a.m. on Monday, June 6, 2016, at the office of the Mississippi Board of Trustees of State Institutions of Higher Learning, located at 3825 Ridgewood Road, Jackson, Mississippi. In attendance were:

Tommie Cardin, Chairman
Krystal Cormack, Vice-Chair
Dr. Bonita Coleman-Potter
Dr. Karen Elam
Johnny Franklin
Chris Wilson

Dr. Carey Wright was not in attendance. Dr. Bonita Coleman-Potter was in attendance at the beginning of the meeting but left early due to a conflicting appointment.

Board Chairman Tommie Cardin called the meeting to order at 10:00.

ITEM I. ADOPTION OF THE AGENDA

A. Adoption of Agenda

The Agenda was previously circulated to all Board members for review. Ms. Schutte made a recommendation to add an item under New Business related to the approval of a travel card for use by authorizer board staff. Mr. Wilson made a recommendation to add under New Business an item related to the approval of new office space for the Board.

Chairman Cardin requested a motion to add those two items under New Business and approve the agenda, as amended.

MOTION: Mrs. Cormack

SECOND: Dr. Elam

There being no discussion and following a vote in favor by all members present and participating, the motion carried.

ITEM II. APPROVAL OF THE MINUTES

A. Approval of Minutes of the April 4th Meeting

The Minutes of the April 4, 2016 meeting were previously distributed to the Board members for review.

Chairman Cardin requested a motion for approval of the Minutes of the April 4, 2016 meeting, as written.

MOTION: Dr. Elam

SECOND: Mr. Wilson

There being no discussion and following a vote in favor by all members present and participating, the motion carried.

ITEM III. CHAIR REPORT

Chairman Cardin reported that he made a presentation to the Mississippi School Board Association as part of their legislative review. He was well received and hopes that the dialogue between the two agencies created by this opportunity will continue long term.

ITEM IV. EXECUTIVE DIRECTOR'S REPORT

Ms. Schutte first recognized the two summer interns who will be working with the Board through the Teach for American Exploring Equity Fellowship program. Chelsea Clark previously taught at Yazoo City High School where she was the U.S. History department chairperson and taught AP U.S. History. She will work on re-designing the pre-opening process, as well as some document collection and designing a system for that. Emma Gould taught elementary school in JPS for four years and will begin law school in the Fall. She will work on creating the electronic pamphlet containing all of the laws and policies applicable to charter schools in Mississippi. That will be available on the Board's website for use by prospective applicants.

As a legislative update, Ms. Schutte reported that Gov. Bryant signed SB 2161, which take effect on July 1st, and she highlighted the revisions that would affect the charter school board as follows: (1) office space - will allow the authorizer board to obtain suitable office space; (2) charter school enrollment - the law now states that a charter school must be open to any student who resides within the boundaries of the school district in which that school is located, as well as any student who resides within the boundaries of a school district that was rated C, D, or F at the time the charter school was approved, or at the time the student enrolled; (3) lottery - the charter school lottery information was revised to state that a charter school shall give enrollment preference to underserved students as defined in the law to ensure the school meets its required underserved student composition; (4) graduation requirements - the law now contains language that would require schools serving grades 9-12 to meet or exceed the graduation requirements set by the Mississippi Department of Education for a regular high school diploma, as was already required by the Board in its RFP; (5) teacher licensure requirements - the language regarding teacher licensure requirements was clarified to state that no more than 25% of the teachers in a charter school may be exempt from state teacher licensure requirements, and within 3 years of employment with a charter school a teacher must have, at a minimum, alternative licensure; (6) charter school teachers' retirement - charter schools teachers may participate in the state PERS retirement system if the board of their charter school chooses to opt in for participation by the

entire school; (7) charter school funding - for students who are crossing district boundaries to attend a charter school, in order to calculate the local amount of funds that are delivered, a pro-rata is determined by MDE and is delivered to the charter school from MDE and that amount is then reduced from the local school district's January payment; (8) conversion charter schools - the law now clarifies that if a conversion charter school applicant is successful in being allowed to convert to a public charter school, the local school district owning the facility must offer to either sell or lease the facility to the conversion charter school at or below fair market value; (9) facilities fund – the law now includes charter schools as eligible recipients for state grant funds for facilities – though not yet funded by the legislature, this law gives charter schools the opportunity to participate in that if they do; and finally, (10) charter school reprisal protection – protects interested local school district employees or teachers from unlawful reprisal if they are involved in the creation of or participation in a charter school.

Dr. Coleman-Potter asked for clarification with regard to the charter school enrollment and the fact that “any student who resides in the boundaries in the school district in which that school is located” will include children who are currently enrolled in private or parochial schools but moves into a charter school. Specifically, when the allocation is written from the school district, would it be written to include an allocation per pupil for that child who previously attended a private or parochial school although the school district had not been previously receiving MAEP dollars for that child? Ms. Schutte explained that the student would be included in the per pupil allocation. To determine the MAEP number, they use the contract enrollment, which would include that child for the number which MAEP is funded on, and for the local funds they look at the average daily membership of month one and that child would be included in those counts. The school district will be funded on the prior year ADA calculation so they will have year before that goes into effect for them.

Mrs. Cormack requested clarification of the term “geographical boundaries” and Ms. Schutte stated that that refers to the boundaries used by the current school district for determining enrollment eligibility. In terms of crossing district lines, it refers to the boundaries of a C, D, or F school district.

Ms. Schutte reported further that she and Mr. Wilson have viewed potential office space on the 2nd floor of the Robert E. Lee state office building that includes a suite style office space offering a reception area, conference room space, space for an executive director's office and space for 3 additional staff persons, storage and a break room. There is a larger meeting space available in the building, and parking is available in the garage next to the building. It is located across the street from MDE and near the Capitol Building. Pursuant to SB 2362, the space is being offered to the Board rent free.

Next, Ms. Schutte reported that she has been working on behalf of MDE on the charter schools program grant and it was submitted the Tuesday after Memorial Day. Funds would be available to fund new charter schools with \$250,000 available for a planning year, \$275,000 to be used in year one and an additional \$275,000 to be used in year two. This would allow the maximum award that the U.S. Department of Education allows per school through this grant. The proposal

is for a 5-year grant totaling \$10,025,300. The Board will be notified later this Fall about the award and funds would start October 1, which means that schools approved by the Board this year would be eligible for these funds. Mr. Franklin emphasized the importance of staying in contact with the state representatives in Washington and encouraging them to support the effort of the Board to be awarded this grant.

Next, Ms. Schutte offered an update on her hiring efforts for a deputy executive director. She stated that she has conducted several telephone interviews with potential candidates but is continuing to reach out to both national and local connections in order to find qualified candidates.

Ms. Schutte then reminded the Board that the Charter Schools Conference will be held on June 26-29 with early registration due before June 10th.

Finally, Ms. Schutte reported that there is an issue with the Board's website, which is hosted by Mississippi Interactive. Currently, they are unable to log into the site and make any administrative changes without actually making the changes in the code. She is hopefully the issue will be resolved soon.

ITEM V. COMMITTEE REPORTS

A. Applications Committee

Mrs. Cormack reported that four full proposals for eight schools have been received by the Board. One is from a new operator, Shades of Elegance, who proposes to open a K-8 school in Sunflower County Consolidated School District. The remaining three proposals are from existing operators: Collegiate Academies from New Orleans who has proposed a 9-12 school in the JPS school district; Mississippi Preparatory Academy (also called I Can Schools) from Ohio who has applied to operate three K-8 schools in the JPS school district; and Excellence 2000 out of Dallas, who has applied to operate three K-12 schools in Jackson, Bovina and Vicksburg. Today, three of these applicants will be considered during New Business to confirm their eligibility and completeness and to consider advancing them to stage two of the process or to deny their proposals, those three being Shades of Elegance, Collegiate Academies and Mississippi Preparatory Academy. They have each submitted complete proposals with the required eligibility information. Excellence 2000's proposal remains incomplete. Specifically they have failed to submit a most recently audited financial statement and proof of citizenship for some of their board members and staff members, which is legislatively mandated.

B. Performance and Accountability Committee

Dr. Coleman-Potter had to leave the meeting early so Ms. Schutte offered a report of where the schools currently in operation stand within the performance framework timeline. She stated that Reimagine has concluded its school year and their annual site visit was conducted in the Spring. Midtown will conclude its school year on June 15 and has also had their annual site visit. The

committee is in the process of collecting performance data on these schools to incorporate into the annual performance reports. She stated that the committee will also be bringing before the Board in July a revised ongoing monitoring protocol.

ITEM VI. NEW BUSINESS

A. 2016 Request for Proposals: Completeness and Eligibility Confirmation

Mrs. Cormack moved that the Board deem the proposals presented by Shades of Elegance, Inc., Collegiate Academies, Inc. and Mississippi Preparatory Academy, Inc. as complete and eligible and approve them to move forward to stage two of the 2016 RFP cycle.

MOTION: Mrs. Cormack

SECOND: Dr. Elam

There being no discussion and following a vote in favor by all members present and participating, the motion carried.

Mrs. Cormack next moved that the Board deem the proposal presented by Excellence 2000 incomplete and ineligible and adopt a resolution to deny Excellence 2000's charter school proposal for the 2016 RFP cycle.

MOTION: Mrs. Cormack

SECOND: Mr. Wilson

There being no discussion and following a vote in favor by all members present and participating, the motion carried.

B. FY16 Budget Revisions

Ms. Schutte presented both the most recently amended FY 16 budget current through April 30th and a proposed budget amendment needed to clear up some year-end housekeeping items. The first is the reduction of the legislative appropriation by \$1,292.00, as well as a reduction in MAEP funds delivered to all schools which amounts to \$162.95 as the charter school board's share of that reduction. She stated further that funds have been moved within the budget to fully expend the 2016 appropriation, specifically proposing that \$30,000 be placed into a grant program for the schools that will be operating in the coming Fall (providing \$10,000 each) and \$20,000 for office furnishing for the new office space. She explained that those extra funds were the result of the Board not yet hiring the additional staff during the FY 16 budget year as had been planned for in the initial budget.

Chairman Cardin requested a motion to approve the proposed budget, as amended.

MOTION: Dr. Elam

SECOND: Mr. Wilson

Dr. Elam questioned whether the \$20,000 allotted for office furnishings for the new space would be an adequate amount considering the size of the space and the amount of furnishings needed and whether it was wise to continue to provide grant funds to the schools already in operation when those funds had initially been designated as "start-up" grant funds when provided last year.

Following extensive discussion, Mr. Wilson moved to revise the proposed FY16 Budget to allow \$35,000 for office furnishings and \$15,000 in start-up grant funds to be dedicated only to the newest charter school, Smilow Prep.

MOTION: Mr. Wilson

SECOND: Dr. Elam

There being no further discussion and a vote in favor by all members present and participating, the motion carried.

C. FY 17 Budget Approval

Ms. Schutte presented a proposed budget for FY17.

Chairman Cardin requested a motion to approve FY17 budget, as presented.

MOTION: Dr. Elam

SECOND: Mr. Wilson

There being no discussion and following a vote in favor by all members present and participating, the motion carried.

D. Approval of Invoices

Mrs. Schutte presented invoices for travel reimbursements and Cornerstone invoices for April and May.

Chairman Cardin requested a motion to approve payment of the invoices, as presented.

MOTION: Dr. Elam

SECOND: Mrs. Cormack

There being no discussion and following a vote in favor by all members present and participating, the motion carried.

E. Authorization of Travel Card

Ms. Schutte explained that the MS Department of Finance and Administration provides a travel card for state agencies to be used for travel related expenses only, in lieu of using personal accounts and later requesting reimbursement of those expenses.

Chairman Cardin requested a motion to authorize the use of a travel card by Board staff.

MOTION: Mrs. Cormack

SECOND: Dr. Elam

There being no discussion and following a vote in favor by all members present and participating, the motion carried.

F. Office Space

Mr. Wilson moved that the Robert E. Lee office space offered by the Department of Finance and Administration be accepted as of July 1, 2016, and that the \$35,000 budget allotment be spent on office furnishings.

MOTION: Mr. Wilson

SECOND: Dr. Elam

There being no discussion and following a vote in favor by all members present and participating, the motion carried.

ITEM VIII. PUBLIC COMMENT

Marilyn Young with Southern Echo asked when the annual performance report prepared by the Performance and Accountability Committee will be finalized and available to the public. Ms. Schutte stated that the Board is mandated to publish that report on or before October 1st. She asked for clarification on the three operators that were advanced to stage two of the RFP cycle. Mrs. Cormack provided that information.

Ashley McKay requested clarification on the name of Mississippi Preparatory Academy, also known as I Can Schools. Mrs. Cormack provided that information.

ITEM IX. NEXT MEETING

The next meeting of the Mississippi Charter School Authorizer Board will be held on July 11, 2016 at the office of the Mississippi Board of Trustees of State Institutions of Higher Learning.

ITEM X. ADJOURNMENT

Chairman Cardin requested a motion to adjourn.

MOTION: Mrs. Cormack

SECOND: Mr. Wilson

There being no discussion and following a vote in favor by all members present and participating, the motion carried.

The meeting adjourned at 11:01

ADOPTED, this the ____ day of _____, 2016.

TOMMIE S. CARDIN, Chairman

MCSAB Fall 2016 Stage 2 Evaluation
NACSA Stage 2 Findings and Recommendations

Application	Threshold 1: Public School Obligations	Threshold 2: Student Populations	Threshold 3: Startup Plan	Threshold 4: Personnel	Threshold 5: Financial Plan	Threshold 6: Performance History	Threshold 7: ESP Relationship
Collegiate Academies							
Mississippi Preparatory School							
Shades of Elegance Corporation					<i>Substantially Inadequate</i>		

NACSA Findings

NAME OF APPLICANT: Shades of Elegance Corporation

Name of Threshold	Criteria	Evidence
Threshold 5: Financial Plan	The revenue assumptions are wholly lacking in merit or raise significant concerns about the applicant's understanding of, preparation to, or ability to realistically account for state and federal per pupil funding streams.	<ul style="list-style-type: none"> Five-year budget projections raised concerns about the applicant's understanding of and ability to realistically account for state revenue, including special education funding, gifted education funding, and MAEP base student allocation funding. Five-year budget projections raised concerns that the school would have a negative cash position in one or more years of operation.

TO: Members of the Mississippi Charter School Authorizer Board

FROM: Applications Committee

DATE: June 28, 2016

RE: Shades of Elegance Corporation Stage 2 Recommendation

Overview

The Stage 2 Evaluation is the process used by the Mississippi Charter School Authorizer Board (MCSAB) to determine whether complete and eligible proposals submitted in response to its 2016 Request for Proposals meet the minimum quality threshold required to merit a comprehensive application evaluation. Between June 7 and June 28, independent evaluators assessed each proposal against MCSAB's published Stage 2 evaluation criteria. The findings from those evaluations were provided to the Applications Committee for consideration. This report constitutes the Application Committee's recommendation based on those findings.

Stage 2 Evaluation Process

Independent evaluators assess critical elements of each proposal against the published Stage 2 evaluation criteria in five to seven (as applicable) Quality Thresholds: Public Charter School Obligations, Student Populations, Start-up Plan, Personnel, Financial Plan, Performance History (for existing operators), and ESP Relationship (for applicants proposing to contract with an education service provider). Evaluators assign a Substantially Inadequate rating to any response that plainly fails to address the RFP requirements or criteria for approval, or that wholly lacks merit.

Report Structure

The introduction to this report includes an executive summary of the recommendation and a table showing the elements of the application that were rated Substantially Inadequate. Following the executive summary, an analysis is provided for each Substantially Inadequate element.

Stage 2 Recommendation and Analysis

Shades of Elegance Corporation

Executive Summary

The Applications Committee recommends that the application for Shades of Elegance Corporation be **denied at Stage 2**. Stage 2 evaluators found that the application does not meet the minimum quality threshold in a critical area of the application—the financial plan—and thus does not qualify for a comprehensive Stage 3 Evaluation.

Summary of Shades of Elegance Corporation Substantially Inadequate Ratings

Stage 2 Threshold	Rating
Threshold 5: Financial Plan	Substantially Inadequate

Analysis

The evaluation team finds the application to be Substantially Inadequate in **Threshold 5: Financial Plan**. Specifically, the financial plan as presented raises significant concerns about the applicant's knowledge and understanding of the state's charter school funding mechanisms, particularly special education and gifted education funding, the Mississippi Adequate Education Program (MAEP) base student allocation, and the overall feasibility and viability of the school's financial plan.

In its 2016 Request for Proposals, the Mississippi Charter School Authorizer Board provided various resources to charter school applicants, including a Budget Toolkit. In that resource, the MCSAB states that charter school funding is complex and provides explicit guidance to applicants in calculating special education and gifted education funding using a defined formula. The applicant did not follow the guidance provided for using formulas that would calculate such funding. Specifically, the applicant did not indicate the anticipated total number and percentage of special education and gifted education students the school would serve each year in the Enrollment Tab of Attachment 20: Financial Plan Workbook, which is required to accurately assess the calculation of these funds. Because of these omissions, the accuracy of these projected revenue streams cannot be verified.

The MCSAB provided applicants with explicit guidance for accounting for other streams of state revenue, including MAEP funding. In Attachment 20: Financial Plan Workbook, the application lists the MAEP base student allocation as \$10,335.00 per student. In Attachment 21: Budget Narrative, the applicant states that:

"According to the most recently published MDE Superintendent's Annual Report, the average expenditure per child in the Sunflower County Consolidated School District was \$10,355.43 per enrolled student. This source for this most recently published data can be found at <http://empowerms.org/school-district-spending-per-student/>."

The applicant did not utilize the formula provided by MCSAB, but rather based revenue projections on another information source. The MAEP rate used by the applicant is grossly over-estimated.

Because of the inaccuracies in the MAEP allocation, the five-year budget projections are not accurate, realistic, and viable as presented in the application. In Attachment 20: Financial Plan Workbook, the applicant provides a five-year budget that includes the following details:

	Year 1	Year 2	Year 3	Year 4	Year 5
MAEP Base Allocation	\$10,355.00	\$10,355.00	\$10,355.00	\$10,355.00	\$10,355.00
Total MAEP Revenue	\$1,446,900	\$2,067,000	\$2,687,100	\$3,307,200	\$3,720,600
Total Revenue	\$1,920,870	\$2,673,076	\$3,427,835	\$4,185,638	\$4,701,302
Total Expenses	\$1,706,790	\$2,102,690	\$2,746,943	\$3,196,581	\$3,542,621
Net Income	\$214,080	\$570,386	\$680,892	\$989,057	\$1,158,681

MAEP funding represents a significant amount—approximately 75 percent—of total revenue in each of the five years of operation. Because the MAEP projections are not realistic, the total revenue and projected net income for each of the five years of operation are not accurate. Therefore, the overall financial viability of the applicant’s financial model cannot be properly assessed.

The application thus raises significant concerns about the applicant’s understanding of and ability to realistically account for state revenue. Because state revenue is not accurately accounted for, the budget projections are not sound and could result in a negative cash position in one or more years of operation. Therefore, the application does not meet the minimum threshold in this critical area.

Sources of Evidence

- Attachment 20: Financial Plan Workbook
 - Assumptions tab
 - Enrollment tab
 - 5 Year Budget tab
 - Start-up Budget tab
- Attachment 21: Budget Narrative



Mississippi Charter School Performance Framework: Ongoing Monitoring Proposal

Proposal

Initial 5 Year Contract - Oversight Schedule

All Schools		
Year 1	Site Visit	<ul style="list-style-type: none"> Minimum of 1 informal visit within first month of school 1 official site visit – 1st semester (after 1st round of benchmark data) 1 official site visit – 2nd semester
	Data Submissions	<ul style="list-style-type: none"> School submits all benchmark testing data on routine basis (including data on school selected indicators)
Year 2	Site Visit	<ul style="list-style-type: none"> 1 official site visit – 1st semester (after 1st round of benchmark data) 1 official site visit – 2nd semester

		School On Track to Meet Expectations (Meets Expectations on ≥ 3 Academic Framework Indicators)	School Not on Track to Meet Expectations (Meets Expectations on < 3 Academic Framework Indicators)
Year 3	Site Visit	<ul style="list-style-type: none"> 1 official site visit/school tour – 2nd semester 	<ul style="list-style-type: none"> 1 official site visit – 1st semester (after 1st round of benchmark data) 1 official site visit – 2nd semester
Year 4	Site Visit	<ul style="list-style-type: none"> 1 official site visit/school tour – 2nd semester 	<ul style="list-style-type: none"> 1 official site visit – 1st semester (after 1st round of benchmark data) 1 official site visit – 2nd semester
Year 5	Site Visit	<ul style="list-style-type: none"> 1 official site visit/school tour – 2nd semester 	<ul style="list-style-type: none"> 1 official site visit – 1st semester (after 1st round of benchmark data) 1 official site visit – 2nd semester

- Schools will receive formal communication from the staff of the Authorizer Board after each official visit.
- The Performance and Accountability Committee will hold meetings after all visits to schools.
- Performance and Accountability Committee meetings will be called as necessary if an issue arises outside of the regular oversight schedule.

Appendix A: Detailed Performance Indicator Descriptions

I. Academic Performance Framework – Academic Performance Rating – K – 8				
Measure	Rating			
	Exceeds Expectations	Meets Expectations	Approaches Expectations	Fails to Meet Expectations
1. State Accountability Letter Grade – Proficiency and Growth	A	B - C	D	F
2. School-Specific Academic Goals*	School exceeds school-specific annual goals.	School meets school-specific annual goals.	School did not meet school-specific academic goals.	School fell far below school-specific academic goals.
3. Subgroup Performance – Growth^	76 to 100% of subgroup students achieved growth target.	51 to 75% of subgroup students achieved growth target.	26 to 50% of subgroup students achieved growth target.	0 to 25% of subgroup students achieved growth target.
4. Subgroup Performance – Proficiency^	76 to 100% of subgroup students achieved a score of proficient or higher.	51 to 75% of subgroup students achieved a score of proficient or higher.	26 to 50% of subgroup students achieved a score of proficient or higher.	0 to 25% of subgroup students achieved a score of proficient or higher.

*Specific metrics and targets for school-specific academic goals will be developed and agreed upon by each charter school and the Mississippi Charter School Authorizer Board.

^Subgroup performance will be calculated for each eligible subgroup. Potential eligible subgroups include: gender, race, poverty status, special education status, English learner status, and gifted education status. Subgroup performance will be evaluated separately for reading and math exams and End of Course assessments by subgroup.

MIDTOWN

PUBLIC CHARTER SCHOOL

Throughout the course of the 2015-2016 inaugural year of Midtown Public Charter School, the faculty and staff have learned much about the effective education of its population of students. This message serves as our formal request to eliminate “Essential Term 1” based on the rationale provided in this document.

One unique feature of MPCPS has been semi self-contained classrooms. Each classroom has twenty-six students and two homeroom teachers. One teacher focuses on the humanities, English/Language Arts and Social Studies, while the other teacher focuses on STEM skills, Mathematics and Science.

Due to extended maternity leave of one of our homeroom teachers and student data, the teachers at 5th grade departmentalized. Instead of teaching two subjects and one homeroom, teachers focused on a single subject (Mathematics, English/Language Arts, or Science) and rotated between three homerooms. Dividing students into three homerooms meant smaller classes. Instead of 26 students per homeroom, each homeroom now had about 17 students.

The ability to focus deeply on one subject and have three smaller homerooms instead of a single larger homeroom yielded many cultural and academic benefits. Students were able to physically rotate classes more often which helped diminish the sense of restlessness they felt from being in the same room with the same teachers for most of the day. Switching classes also gave the day a sense of momentum, which is important with an extended school day that has students at school for more than nine hours per day.

Teachers now had three opportunities to teach the same lesson, which improved their ability to anticipate questions and clarify instruction. The schedule also allowed teachers to finish teaching by the early afternoon and leave the rest of the day for planning and collaboration. Students were able to complete the day with co-curricular activities like Coding and Physical Education. Additionally, MPCPS has been authorized to enroll up to 20 percent over its contract amount. In that case, having three homerooms would maintain class sizes of twenty students or less while the two homeroom model would have nearly 30 students.

In addition, the three-homeroom model has yielded academic benefits as well. Scholars are able to focus more intently on their work which is a significant factor for our students with ADD/ADHD. Teachers can give targeted instruction in the smaller classes because they have fewer students to check on at one time. Indeed, in the two months since implementing the arrangement, one homeroom saw their reading scores on the STAR test increase by five months.

Arranging for three homerooms will help with teacher recruitment, too. It has been difficult to find teachers who are certified in two subject areas (e.g. Reading and Social Studies or

Mathematics and Science). The new model means teachers only have to be certified in one core subject instead of two.

Seeing the benefits of three homerooms, each sixth grade teacher has also indicated their desire to switch from two to three rooms and focus on a single subject. This arrangement keeps the low overall student to teacher ratio and makes small class sizes of less than 20 students a unique feature of the school.

Charter schools are able to function well because they can respond quickly to new information. Thus, in light of the above data, school personnel have included a three-homeroom model at all grade levels for the next school year.

Contract
Between the Mississippi Charter School Authorizer Board and
Cornerstone Consulting Group, Inc.

This document is a Contract between the parties, Cornerstone Consulting Group, Inc., a Mississippi Corporation, located at 101 Merlot Cove Clinton, MS 39056 (Hereinafter referred to as “Cornerstone” or “Contractor”) and the Mississippi Charter School Authorizer Board, a state agency herein after referred to as “Agency”). This contract reflects the agreement by and between the parties that Cornerstone shall provide services as outlined herein below.

Scope of Services

Accounting Services

- Provide assistance in establishing the FY17 fiscal year;
- Provide assistance in determining the method needed to purchase goods and enter all purchase orders in the state accounting systems as needed;
- Enter all payment vouchers into the state accounting systems in order for payments to be generated;
- Enter travel vouchers into the state accounting systems and process the travel for payments;
- Process all agency payrolls and reconcile insurances;
- Work with IHL to ensure budgetary authority is available in the agency’s funds;
- Ensure transfers from other funds, including MDE are properly recorded;
- Enter any revenue received from other sources into the agency’s funds;
- Review all expenditures for correctness to ensure state guidelines are met prior to processing the transactions; and,
- Generate monthly financial reports for the Board and for IHL.

Human Resource and Personnel Assistance

- Enter employees and contract workers into the payroll system and perform related items to create payroll records for these individuals;
- Enter Board member information as required to ensure travel payrolls can be processed on their behalf; and,
- Maintain deduction and tax records for the employees and workers.

Other Services

Any additional tasks performed at the direction of the Director or designee may be performed as directed. No tasks shall be performed without prior approval and direction.

Contract Modifications

This contract may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications may include scope increases, deletions or other revisions within the contract.

Contract Period of Performance

The Contract shall begin July 1, 2016 and shall be in effect until June 30, 2017.

Consideration

Cornerstone agrees to perform the Scope of Services hereunder to the satisfaction of the Agency during the period of performance identified in this Contract, pursuant to the terms and conditions of the Contract, for the consideration of an hourly rate of \$85.00 for the Services listed under Accounting Services. The total contract cost shall not exceed \$12,500.00.

Payment

The Agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice.

Cornerstone agrees to accept all payments in US currency via the State of Mississippi's electronic payment and remittance vehicle.

Availability of Funds

It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Anti-Assignment/Subcontracting

Cornerstone acknowledges that it was selected by the Agency to perform the services required hereunder based, in part, upon Cornerstone's special skills and expertise. Cornerstone shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the Agency, which the Agency may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Agency of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Agency may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

Authority To Contract

Cornerstone warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

Confidentiality

Cornerstone hereby agrees to assure the confidentiality of any records obtained from the Agency or from the State Personnel Board (SPB) for the Agency, as required by state and federal privacy laws. No information, documents or other material provided to or prepared by Cornerstone deemed confidential by the Agency and/or the SPB pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the Agency. Any liability resulting from any wrongful disclosure of confidential information on the part of Cornerstone shall rest with Cornerstone.

Confidential Information shall mean (a) those materials, documents, data, and other information which Cornerstone has designated in writing as proprietary and confidential, and (b) all data and information which Cornerstone acquires as a result of its contact with and efforts on behalf of the Agency and any other information designated in writing as confidential by the Agency. Each party to this agreement agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under Mississippi and/or federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of Cornerstone or its Subcontractor shall rest with Cornerstone. Disclosure of any confidential information by Cornerstone or its Subcontractor without the express written approval of the Agency shall result

in the immediate termination of this agreement and the availability to the Agency of any and all remedies at law or in equity.

Ownership of Documents and Workpapers

The Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to the agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from The Agency and subject to any copyright protections.

Record Retention And Access To Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

Indemnification

To the fullest extent allowed by law, Cornerstone shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency and its members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Cornerstone and/or its partners, principals, agents, employees and/or Subcontractors in the failure to perform this agreement. In the State's sole discretion, Cornerstone may be allowed to control the defense of any such claim, suit, etc. In the event Cornerstone defends any claim, suit, etc., Cornerstone shall use legal counsel acceptable to the State; Cornerstone shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in the defense. Cornerstone shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making the waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

Independent Contractor Status

Cornerstone shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the Agency or the State. Nothing contained herein shall be deemed or construed by the Agency, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the Agency and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Agency or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Agency and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the State; and the State shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Agency shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

Denise De Rossette, President
Cornerstone Consulting Group, Inc.
101 Merlot Cove
Clinton, MS 39056

For the Agency:

Krystal Cormack, Vice-Chair
Mississippi Charter School Authorizer Board
3825 Ridgewood Road
Jackson, MS 39211

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency.

Applicable Laws

The contract shall be governed by and in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal and State laws and regulations.

The Contractor understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful and the Contractor agrees during the term of this agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Mississippi Employment Protection Act

“Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor

understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

Representation Regarding Contingent Fees

The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

Representation Regarding Gratuities

The contractor represents that it has not violated, is not violating and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 of the Mississippi Personal Service Contract Procurement Regulations.

Procurement Regulations

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations.

Stop Work Order

Order to Stop Work. The Agency, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specific period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Agency shall either cancel the stop work order, or terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the terms or delivery of services, or both, and the contract shall be modified in writing accordingly, if:

- the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,

- the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Termination for Convenience Clause

The Agency may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor must complete the work that is not terminated by the notice of termination.

Termination for Default Clause

If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completions within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency, the Agency may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination for default, in whole or in part, the Agency, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional administrative costs associated with the procurement. This remedy shall be in addition to any other remedies that the Agency may have.

Authorization to Enter Contract

This contract has been made and interchangeably executed by parties authorized to enter into contracts on behalf of the cooperation or Agency in duplicate originals.

A handwritten signature in black ink, reading "Denise B. De Rossette". The signature is fluid and cursive, with the first name "Denise" and last name "De Rossette" clearly legible.

Denise B. De Rossette, President
Cornerstone Consulting Group, Inc.

Krystal Cormack, Vice-Chair
Mississippi Charter School Authorizer Board